

**If You Paid for PROVIGIL<sup>®</sup> or Generic Provigil<sup>®</sup> (MODAFINIL) in Certain States (listed below), You Could Get Money from a Class Action Settlement**

**and**

**If You Are/Were a California Resident and Paid for PROVIGIL<sup>®</sup>, MODAFINIL or NUVIGIL<sup>®</sup> in Any State, You Could Get Additional Money from a California Attorney General Settlement**

*A Federal Court authorized this Notice. This is not a solicitation from a lawyer.*

- Settlements have been reached in a Class Action Lawsuit regarding the price that consumers and third-party payors paid for Provigil<sup>®</sup> and generic versions of Provigil<sup>®</sup> (modafinil). The lawsuit asserts that Defendants Cephalon, Inc., Teva Pharmaceutical Industries, Ltd., Teva Pharmaceuticals USA, Inc., Barr Pharmaceuticals, Inc. (collectively, “Cephalon”), Mylan Pharmaceuticals Inc. and Mylan, Inc. (formerly known as Mylan Laboratories, Inc.) (collectively, “Mylan”), and Sun Pharmaceuticals Industries, Ltd., as successor in interest to Ranbaxy Laboratories, Ltd. and Ranbaxy Pharmaceuticals, Inc., (collectively “Ranbaxy”) violated state antitrust and consumer protection laws relating to the sale of the prescription pharmaceutical Provigil. All Defendants have denied any wrongdoing.
- In the Class Action Lawsuit a \$48,000,000 Settlement has been reached between the End-Payor Class Plaintiffs (consumers and third-party payors) and the Cephalon Defendants, a \$14,377,600 Settlement with the Mylan Defendants, and a \$3,500,000 Settlement with the Ranbaxy Defendants. The terms “Class Action Settlement” and “Settlements” shall refer to these three Settlements. The Class Action Settlement provides a total of \$65,877,600.
- You may be able to recover money in the \$65,877,600 Class Action Settlement if you are a consumer or a third-party payor who paid for or reimbursed all or part of the cost of Provigil<sup>®</sup> or modafinil in Alabama, Arizona, California, District of Columbia, Florida, Hawaii, Illinois, Iowa, Kansas, Kentucky, Louisiana, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Nebraska, Nevada, New Mexico, New York, North Carolina, North Dakota, South Dakota, Tennessee, Utah, Vermont, West Virginia and Wisconsin during the period from June 24, 2006 through August 8, 2019. *See* Questions 4-7 & 9 for more details.
- In addition to the Class Action Settlement, the California Attorney General has reached a separate \$69,000,000 settlement with Teva Pharmaceutical Industries, Ltd. and Cephalon, Inc. for alleged violations of state and federal antitrust and consumer protection laws relating to the sale and pricing of Provigil<sup>®</sup> and Nuvigil<sup>®</sup> (the “CAAG Settlement”). The consumer portion of the CAAG Settlement will be \$25,250,000.
- Eligible California consumers may be able to recover money not only from the Class Action Settlement, but also from the CAAG Settlement. California consumers who purchased Provigil<sup>®</sup>, modafinil, and/or Nuvigil<sup>®</sup> in any state between June 24, 2006 through December 31, 2012 while they were residents of California may be able to recover money for those purchases from the consumer portion of the CAAG Settlement. *See* Question 26 for more details.
- The \$65,877,600 Class Action Settlement and the \$69,000,000 California Attorney General Settlement, which are the subject of this Notice are separate from, and in addition to, a previous settlement between certain State Attorneys General (which did NOT include the California Attorney General) and the Cephalon Defendants. Thus, even if you received payments from the previous State Attorneys General Settlement, you may still be eligible to receive a payment from the Class Action Settlement and/or the CAAG Settlement. Likewise, even if you did not participate in the previous State Attorneys General Settlement, you may still participate in the Class Action Settlement and/or the CAAG Settlement.
- No one is claiming that Provigil<sup>®</sup>, modafinil or Nuvigil<sup>®</sup> is unsafe or ineffective.
- **INFORMATION REGARDING THE CLASS ACTION SETTLEMENT BEGINS ON PAGE 2.**
- **INFORMATION REGARDING THE CALIFORNIA ATTORNEY GENERAL SETTLEMENT (“CAAG SETTLEMENT”) BEGINS ON PAGE 9.**

# **INFORMATION REGARDING THE CLASS ACTION SETTLEMENT**

## **A Summary of Your Rights and Choices:**

*Your Legal Rights Are Affected Even If You Do Not Act.*

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THE CLASS ACTION SETTLEMENT</b>		
File a Claim	This is the only way to receive money from the Settlements. See Question 11 below.	January 15, 2020
Exclude Yourself	You will receive no benefits, but you will retain any rights you currently have to sue the Cephalon, Mylan and Ranbaxy Defendants about the claims in this case. See Questions 14-15 below.	December 6, 2019
Object to the Settlements	Write to the Court explaining why you don't like the Settlements. See Question 17 below.	January 15, 2020
Go to the Hearing	Ask to speak in Court about your opinion of the Settlements. See Question 24 below.	January 15, 2020
Do Nothing	You won't get a payment and will give up your rights to sue the Cephalon, Mylan and Ranbaxy Defendants about the claims in this case. See Question 12 below.	

These rights and options – **and the deadlines to exercise them** – are explained in this Notice.

### **BASIC INFORMATION**

#### **1. Why Did I Get This Notice?**

A Court authorized this Notice because you have a right to know about three proposed Settlements that are part of the Class Action Settlement in this class action lawsuit, and about all of your options, before the Court decides whether to give final approval to the Settlements. This Notice explains the Class Action Lawsuit, the Class Action Settlement, and your legal rights. Information regarding the California Attorney General Settlement begins on Page 9.

#### **2. What Is A Class Action?**

In a class action, one or more people called Class Representatives sue on behalf of a group or a “class” of people who have similar claims. In a class action, the court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

#### **3. What Is This Lawsuit About?**

This Class Action Lawsuit claims that Defendants engaged in a course of conduct to delay the sale of generic versions of Provigil® (modafinil). The lawsuit claims this conduct violated state antitrust and consumer protection laws by delaying the entry into the market of low-cost generic versions of Provigil®. Defendants deny all of these claims. The Court has not made any determinations regarding the merits of the case.

Judge Mitchell S. Goldberg of the U.S. District Court for the Eastern District of Pennsylvania is overseeing this lawsuit. The case is known as *Vista Healthplan, Inc., et al., v. Cephalon, Inc. et al.*, Civil No. 06-CV-01833. The people who sued are called the Plaintiffs. The Defendants are Cephalon, Inc., Teva Pharmaceutical Industries, Ltd., Teva Pharmaceuticals USA, Inc., Barr Pharmaceuticals, Inc., Mylan Pharmaceuticals Inc. and Mylan, Inc. (formerly known as Mylan Laboratories, Inc.), and Ranbaxy Laboratories, Ltd. and Ranbaxy Pharmaceuticals, Inc.

Provigil® and generic version of Provigil® (modafinil) are wakefulness-promoting drugs that are primarily prescribed for the treatment of certain sleep disorders, including narcolepsy, sleep apnea and shift work disorder. This case does not involve the safety or effectiveness of Provigil® or generic versions of Provigil®.

## WHO IS IN THE SETTLEMENT?

### 4. How Do I Know If I Am A Member Of The Class Action Settlement Class?

You are a Class Member if you fit the Class definition below:

All persons or entities in Alabama, Arizona, California, District of Columbia, Florida, Hawaii, Illinois, Iowa, Kansas, Kentucky, Louisiana, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Nebraska, Nevada, New Mexico, New York, North Carolina, North Dakota, South Dakota, Tennessee, Utah, Vermont, West Virginia and Wisconsin who purchased and/or paid for Provigil® or generic versions of Provigil® (modafinil) intended for consumption by themselves, their families, or their members, employees, plan participants, beneficiaries or insureds during the period from June 24, 2006 through August 8, 2019.

“Purchased” in this case means you paid or reimbursed for some or all of the purchase price of the cost of the drug. For example, a consumer who paid a co-payment, or an insurance company who reimbursed one of its members for the purchase of the drug.

Defendants, their subsidiaries, affiliates and employees are not included.

Governmental entities also are not included (except government funded employee benefit plans).

Insured individuals covered by plans imposing a flat dollar co-pay that was the same dollar amount for generic as for brand drug purchases are not included.

Insured individuals who purchased only generic modafinil (not branded Provigil®) pursuant to a fixed co-pay applicable to generic drugs are not included.

Fully insured health plans (plans that purchased insurance from another third party payor covering 100% of the plan’s reimbursement obligations to its members) are not included.

United Healthcare Services, Inc., including its subsidiaries, is not included.

For purposes of the Cephalon Settlement, certain third-party payors who entered into a separate settlement agreement with the Cephalon Defendants (known as the “Settling Health Plans” in the Cephalon Settlement) are not included.

### 5. How Are Consumers Included?

Generally, consumers who paid any amount for Provigil® or generic versions of Provigil® (modafinil), including co-pays and co-insurance, are included in the Settlements.

You purchased and/or paid for Provigil® or generic versions of Provigil® (modafinil) if you were:

- (a) An uninsured consumer who paid all of the purchase price of the prescription; or
- (b) An insured consumer who made a co-payment or other partial out-of-pocket payment, or paid the entire cost because you had not met a deductible amount under your health plan.

However, insured individuals covered by plans imposing a flat dollar co-pay that was the same dollar amount for generic as for brand drug purchases are not included.

Also, insured individuals who purchased only generic modafinil (not branded Provigil®) pursuant to a fixed co-pay applicable to generic drugs are not included.

### 6. How Are Entities Included?

Third-Party Payors (“TPPs”), such as insurers and employee welfare benefit plans, are included in the Class to the extent that they paid or reimbursed all or part of the cost of Provigil® or generic versions of Provigil® (modafinil) for their

members, employees, insureds, participants or beneficiaries. This may also include third-party administrators, health maintenance organizations, self-funded health and welfare plans that paid some portion of the cost of Provigil<sup>®</sup> or generic versions of Provigil<sup>®</sup> for employees or family members of employees insured under these plans. Entities with self-funded plans that contract with a health insurance company or other entity to serve as a third-party claims administrator to administer their prescription drug benefits, qualify as TPPs. Fully insured health plans or plans that purchased insurance from another entity covering 100% of the plan's reimbursement obligations to its members are not included in the Class. United Healthcare Services, Inc., including its subsidiaries, is also not included. And, for purposes of the Cephalon Settlement, certain third-party payors who entered into a separate settlement agreement with the Cephalon Defendants (known as the "Settling Health Plans" in the Cephalon Settlement) are not included; however, the Settling Health Plans may file a claim to recover monies from the Mylan and Ranbaxy Settlements.

## **7. What If I Am Still Not Sure If I Am Included In The Class?**

If you are still not sure whether you are included, you can get more information at [www.ProvigilSettlement.com](http://www.ProvigilSettlement.com), or get help by calling or writing the Settlement Administrator listed in Question 25.

## **THE BENEFITS OF THE CLASS ACTION SETTLEMENT**

### **8. What Do The Settlements Provide?**

The Defendants settled with Plaintiffs for a total of \$65,877,600. After deducting attorneys' fees, expenses of the litigation, administrative costs, and payments to Class Representatives (*see* Question 20), the net fund remaining will be distributed to consumers and TPPs who submit valid and timely claim forms. In general, consumers shall receive approximately 14% of the net fund, and TPPs will receive approximately 86% of the net fund (these percentages may vary depending on the number and amounts of claims submitted). Specifically, the consumer portion of the settlement fund shall equal: (a) 14% of the \$14,377,600 Mylan Settlement; (b) 14% of the \$3,500,000 Ranbaxy Settlement; and (c) 14% of \$125,000,000 (which represents the total amount that the Cephalon Defendants paid to settle the claims asserted in this case including the \$77,000,000 separate settlement with the Settling Health Plans). Therefore, before deducting attorneys' fees, expenses of the litigation, administrative costs, and payments to Class Representatives, the consumer portion of the settlement fund will equal approximately \$20,000,000, and the TPP portion of the settlement fund will equal approximately \$46,000,000. For more details, please see End-Payers' Plan of Allocation, which is available at [www.ProvigilSettlement.com](http://www.ProvigilSettlement.com).

Moreover, certain third-party payors (known as the "Settling Health Plans" or "SHPs") entered into a separate settlement with the Cephalon Defendants ("SHP Settlement"). As part of the SHP Settlement, the Plaintiffs in this case and the SHPs have agreed to a separate "true-up agreement" applicable to the Cephalon settlement only, which, depending on the SHPs' pro rata share of Provigil<sup>®</sup>/modafinil reimbursements, would entitle the SHPs to receive funds from the TPP allocation in this case or would require the SHPs to contribute a portion of their funds from the SHP Settlement to the TPP allocation in this case. For more details regarding these issues, please go to [www.ProvigilSettlement.com](http://www.ProvigilSettlement.com).

### **9. How Much Will My Payment Be?**

For consumers, your recovery will generally be calculated based on how much you paid for Provigil<sup>®</sup> and generic versions of Provigil<sup>®</sup> (modafinil) from June 24, 2006 through August 8, 2019, compared to the amount paid by all other consumers who file valid and timely claim forms. A few exceptions and restrictions apply to consumer recoveries (*see* End-Payers' Plan of Allocation for more details). For TPPs, your recovery will generally be based on how much you paid for Provigil<sup>®</sup> and generic versions of Provigil<sup>®</sup> (modafinil) from June 24, 2006 through August 8, 2019, compared to the amount paid by all other TPPs who file valid and timely claim forms. TPP payments also may be affected by the SHP Settlement (*see* Question 8 above). Details of how your recovery will be calculated can be found in the End-Payers' Plan of Allocation, which is available at [www.ProvigilSettlement.com](http://www.ProvigilSettlement.com).

## 10. Can I Receive A Payment Even If I Received A Payment In The State Attorneys General Settlement?

Yes. The Class Action Settlement is separate from, and in addition to, the previous \$35,000,000 State Attorneys General Settlement. Thus, even if you recovered money in the State Attorneys General Settlement, you may still be eligible to receive a payment from the Class Action Settlement (but note that the amount of your recovery in the State Attorneys General Settlement will be taken into account in calculating your final recovery in this claim process – see End-Payers’ Plan of Allocation for more details). And if you did not participate in the State Attorneys General Settlement, you may still participate in the Class Action Settlement in this case. Also, if you opted out (or excluded) yourself from the State Attorneys General Settlement, you may still participate in this case. Furthermore, the previous \$35,000,000 State Attorneys General Settlement is separate and independent from the current CAAG \$69,000,000 Settlement, described in more detail on Page 9. You may be eligible to receive a payment in the Class Action Settlement as well as the CAAG Settlement (but note that the amount of your recovery in the CAAG Settlement will be taken into account in calculating your final recovery in this claim process – see End-Payers’ Plan of Allocation for more details).

### HOW TO GET A PAYMENT

## 11. What Do I Need To Do To Get A Payment?

To be eligible to receive a payment if the Court approves the Class Action Settlement, you must complete and submit a valid Claim Form. Claim Forms should be mailed to the address below and must be received by **January 15, 2020**. You can get a Claim Form at [www.ProvigilSettlement.com](http://www.ProvigilSettlement.com) or by calling 1-877-241-7503 or writing to the address below and requesting a Claim Form.

**Provigil Settlement  
c/o A.B. Data, Ltd.  
P.O. Box 170300  
Milwaukee, WI 53217**

You may also submit a completed Claim Form online at [www.ProvigilSettlement.com](http://www.ProvigilSettlement.com). If you submit a Claim Form online, you must do it by **January 15, 2020**.

### REMAINING IN THE CLASS

## 12. What Happens If I Do Nothing?

If you do nothing, you won’t get any money from the Class Action Settlement. But, unless you exclude yourself, you won’t be able to start a lawsuit or be part of any other lawsuit against the Defendants for the claims being resolved by these Settlements.

## 13. If I Remain In The Class, What Claims Am I Settling?

If the three Settlements included in the Class Action Settlement become final, you will be releasing the Defendants from all the claims identified in the Settlement Agreements. The Settlement Agreements are available at [www.ProvigilSettlement.com](http://www.ProvigilSettlement.com). The Settlement Agreements describe the released claims with specific descriptions, in accurate legal terminology, so read them carefully.

### EXCLUDING YOURSELF FROM THE CLASS (“OPTING OUT” OF THE SETTLEMENTS)

## 14. What If I Don’t Want To Be In The Class?

If you decide to exclude yourself from the Class, you will be free to sue the Defendants on your own for the claims being resolved by the Class Action Settlement. However, your lawsuit shall still be subject to all possible defenses (including that the lawsuit is not timely), you will not receive any money from the Settlements, and Class Counsel will no longer represent you. If you want to receive money from the Settlements, do not exclude yourself, and file a Claim Form.

## 15. How Do I Exclude Myself From The Class?

You can exclude yourself from the Class by sending a written “Request to Opt Out” to the Settlement Administrator so that it is received by **December 6, 2019**. Your written request must include:

- Your name, address, telephone number, and a signed statement that you want to opt out of the Class Action Settlement;
- Provide information sufficient to prove class membership; and
- The case name and number: *Vista Healthplan, Inc., et al. v. Cephalon, Inc. et al.*, Civil No. 06-CV-01833.

Requests to exclude yourself from the Class must be sent to the following address:

***Vista Healthplan v. Cephalon***  
**EXCLUSIONS**  
**c/o A.B. Data, Ltd.**  
**P.O. Box 173001**  
**Milwaukee, WI 53217**

You may not exclude Class Members other than yourself. Moreover, group or classwide exclusions are not permitted.

## OBJECTING TO THE CLASS ACTION SETTLEMENT

### 16. May I Object To The Class Action Settlement?

Yes. If you are a Class Member, and you have not requested to exclude yourself from the Class, you may object to any aspect of the Class Action Settlement, including the fairness of the Settlements, the End-Payers’ Plan of Allocation, and/or Class Counsel’s requests for attorneys’ fees, expenses, and Class Representatives’ incentive awards.

### 17. How Do I Object To The Class Action Settlement?

To object to the Class Action Settlement, you (or your lawyer if you have one) must file a written objection with the Court and send the objection to the counsel identified below. You must file your objection on or before **January 15, 2020**. Your written objection can include any supporting materials, papers, or briefs that you want the Court to consider. Your written objection must include:

- Your name, address, telephone number, and an explanation of your objection;
- The case name and number: *Vista Healthplan, Inc., et al. v. Cephalon, Inc. et al.*, Civil No. 06-CV-01833; and
- Documentation demonstrating that you are a member of the Class and/or this statement, followed by your signature: “I declare under penalty of perjury under the laws of the United States of America that [insert your name] is a member of the Class.”

You must file your objection with the Court (address immediately below) and mail copies to the six counsels’ addresses below so that it is received by **January 15, 2020**.

Court	Class Counsel	Defense Counsel
Clerk of the Court U.S. District Court Eastern District of Pennsylvania James A. Byrne Courthouse 601 Market Street Philadelphia, PA 19106	Joseph H. Meltzer KESSLER TOPAZ MELTZER & CHECK, LLP 280 King of Prussia Road Radnor, PA 19087  Kevin Love CRIDEN & LOVE, P.A. 7301 SW 57 <sup>th</sup> Court, Suite 515 South Miami, FL 33143  Jeffrey L. Kodroff SPECTOR ROSEMAN & KODROFF, P.C. 2001 Market Street, Suite 3420 Philadelphia, PA 19103	Bradley H. Weidenhammer KIRKLAND & ELLIS LLP 300 North LaSalle Drive Chicago, IL 60640 <i>Counsel for Cephalon</i>  David R. Marriot CRAVATH, SWAINE & MOORE LLP Worldwide Plaza 825 Eighth Avenue New York, NY 10019 <i>Counsel for Mylan</i>  J. Douglas Baldrige Venable LLP 600 Massachusetts Ave., NW Washington, DC 20001 <i>Counsel for Ranbaxy</i>

Any lawyer representing a Class Member for the purpose of making objections must also file a Notice of Appearance with the Court and mail the Notice to Counsel (*see* Question 24).

**18. What Is The Difference Between Objecting To The Class Action Settlement And Excluding Myself From The Class?**

To object to the Class Action Settlement, you must remain a Class Member. An objection allows your views on the Settlements to be heard in Court. You will be bound by the terms and conditions of the Settlements if the Settlements are approved, even if the Court rules against your objection.

When you exclude yourself or opt out, you are no longer a Class Member. You will not be subject to the terms and conditions of the Settlements. You lose the right to object to the Settlements and you will not receive any payment from the Settlements. However, you keep your right to sue the Defendants for the same claims in another lawsuit.

**THE LAWYERS REPRESENTING YOU**

**19. Do I Have A Lawyer Representing My Interests In This Class Action?**

Yes. The Court has appointed lawyers to represent you and other Class Members. These lawyers are called Class Counsel. You do not have to pay for Class Counsel. They will ask the Court to approve an award for fees and expenses to be paid out of the Settlement Fund. The following attorneys and law firms are Co-Lead Class Counsel for the Class:

Co-Lead Class Counsel		
Joseph H. Meltzer KESSLER TOPAZ MELTZER & CHECK, LLP 280 King of Prussia Road Radnor, PA 19087	Kevin Love CRIDEN & LOVE, P.A. 7301 S.W. 57 <sup>th</sup> Court, Suite 515 South Miami, FL 33143	Jeffrey L. Kodroff SPECTOR ROSEMAN & KODROFF, P.C. 2001 Market Street, Suite 3420 Philadelphia, PA 19103

**20. How Will The Lawyers Be Paid?**

Class Counsel will request an award from the Court for attorneys' fees of up to one-third of the total amount of the Settlement Funds plus any accrued interest, plus reimbursement for the costs and expenses they advanced in litigating the case. All awards for attorneys' fees and expenses shall be paid from the Settlement Funds after the Court approves them. In addition, pursuant to an agreement between Class Counsel and the lawyers for the Settling Health Plans or SHPs (a group of TPPs who separately settled with the Cephalon Defendants), Class Counsel received 40% of the fees paid to the SHP's lawyers from their separate agreement with the Cephalon Defendants. The fees paid pursuant to this agreement are separate from any attorney fees the Court awards to Class Counsel from the Settlement Funds in this case. Further, also pursuant to the agreement between the SHPs' lawyers and Class Counsel, Class Counsel will pay the SHPs' lawyers approximately 32.2% of any fees awarded by the Court in connection with the settlement with the Cephalon Defendants.

Class Counsel will also request awards be paid to the Class Representatives who worked with the Class Counsel on behalf of the entire Class. For the Consumer Class Representative, Class Counsel will request an award of \$15,000. For the four Third-Party Payor Class Representatives, Class Counsel will request an award of \$50,000 each.

**21. Should I Get My Own Lawyer?**

You do not need to hire your own lawyer, but if you hire a lawyer to speak for you or appear in Court, your lawyer must file a Notice of Appearance (*see* Question 24). If you hire your own lawyer, you will have to pay for that lawyer at your own expense.

## THE FINAL APPROVAL HEARING

### 22. When And Where Will The Court Decide Whether To Approve The Class Action Settlement?

The Court will hold a Final Approval Hearing on **February 26, 2020**, at **10:00 a.m. Eastern Standard Time**, at the United States District Court for the Eastern District of Pennsylvania, James A. Byrne Courthouse, 601 Market Street, Courtroom 4-B, Philadelphia, Pennsylvania 19106. The Court may reschedule the Final Approval Hearing without further written notice, so you should check [www.ProvigilSettlement.com](http://www.ProvigilSettlement.com) or call 1-877-241-7503 if you want to find out if the Final Approval Hearing has been rescheduled.

The purpose of the Final Approval Hearing is to:

- Decide if the Settlements are fair, reasonable, adequate and in the best interests of the Class, if they should be approved, and if a judgment should be entered;
- Consider the proposed End-Payors' Plan of Allocation;
- Consider Class Counsel's requests for an award of attorneys' fees and reimbursement of expenses;
- Consider the request for incentive awards for the Class Representatives;
- Consider all comments and objections; and
- Consider any other issues that the Court thinks are necessary.

### 23. Must I Attend The Final Approval Hearing?

No. Attendance is not required. Class Counsel is prepared to answer questions on your behalf. Class Members who filed and served written objections may (but do not have to) appear at the Final Approval Hearing, in person or through an attorney hired at their own expense.

### 24. Can I Attend The Final Approval Hearing?

Yes, anyone can attend the Final Approval Hearing and watch. If you want to appear at the Final Approval Hearing and object, in person or through an attorney hired at your own expense, you need to file a Notice of Intent to Appear with the Court, as well as mail the Notice of Intent to Appear to the addresses listed in Question 17 so that it is received by **January 15, 2020**. The Notice of Intent to Appear must contain the following information:

- The name, address, and telephone number of the Class Member and, if applicable, the name, address, and telephone number of the Class Member's attorney (who must file a Notice of Appearance);
- The objection, including any supporting papers; and
- The name and address of any witnesses to be presented at the Final Approval Hearing, together with a statement as to the matters on which they wish to testify and a summary of the proposed testimony.

## GETTING MORE INFORMATION

### 25. Where Do I Get More Information?

This Notice only summarizes the Settlements. You can get a copy of the Settlement Agreements, End-Payors' Plan of Allocation, Claim Forms, and other important documents at [www.ProvigilSettlement.com](http://www.ProvigilSettlement.com). You may also write to Vista Healthplan v. Cephalon, c/o A.B. Data, Ltd., P.O. Box 170300, Milwaukee, WI 53217-8091, email [info@ProvigilSettlement.com](mailto:info@ProvigilSettlement.com), or call the Settlement Administrator at 1-877-241-7503.

Complete copies of public pleadings, Court rulings, and other filings are available for review and copying at the Clerk's office. The address is United States District Court for the Eastern District of Pennsylvania, James A. Byrne Courthouse, 601 Market Street, Philadelphia, Pennsylvania 19106.



# INFORMATION FOR CALIFORNIA CONSUMERS

## 26. INFORMATION ABOUT THE CALIFORNIA ATTORNEY GENERAL SETTLEMENT

Eligible California consumers have similar rights under the California Attorney General (the “CAAG”) Settlement as they do in the Class Action Settlement. You may exclude yourself and receive no benefits, but you retain any rights you currently have to sue Teva Pharmaceutical Industries Ltd. and its wholly-owned subsidiaries Cephalon, Inc., Teva Pharmaceuticals USA, Inc., and Barr Laboratories, Inc. (“Teva Defendants”), about the claims in this case; you may write to the Court to Object to the settlement; and you may ask to speak in Court to voice your opinion of the settlement. However, if you do nothing, you will not receive a payment and will give up any rights to sue the Teva Defendants on the claims in the CAAG lawsuit.

A. You received this Notice because you have a right to know about the proposed CAAG Settlement similar to your rights in the class action as explained in Question 1, above.

B. The CAAG’s lawsuit (*State of CA v. Teva Pharmaceutical Industries, Ltd.*, Civil No. 19-CV-03281) against the Teva Defendants was filed in the U.S. District Court for the Eastern District of Pennsylvania, a copy of which is available at [www.ProvigilSettlement.com/CA](http://www.ProvigilSettlement.com/CA). The CAAG has alleged that Defendants engaged in a course of conduct to delay the sale of generic versions of Provigil® (modafinil) that included the introduction of Nuvigil®, a wakefulness-promoting drug similar to Provigil®, and that this conduct violated federal and California antitrust and consumer protection laws.

C. You are eligible to submit a claim if you purchased and/or paid for Provigil®, Nuvigil®, and/or modafinil as a caregiver or for your personal consumption in any state from June 24, 2006 through December 31, 2012 and you were a California resident at the time of each purchase. Your purchases of these drugs are eligible regardless of the out-of-pocket costs you paid, even if you were partially or fully reimbursed by insurance. Defendants, their officers, subsidiaries and affiliates are not eligible to submit a claim. The judge and his immediate family are not eligible to submit a claim.

D. You may also be eligible to submit a claim and receive payment from the Class Action Settlement described in this Notice if you meet the requirements.

E. A \$25,250,000 Settlement Fund will be established by the CAAG Settlement for distribution to California consumers who submit valid and timely claim forms. Details regarding the CAAG Settlement Plan of Allocation are available at [www.ProvigilSettlement.com/CA](http://www.ProvigilSettlement.com/CA). Your recovery will be calculated based on a fixed amount for each eligible prescription of Provigil®, Nuvigil®, and/or modafinil that was purchased from June 24, 2006 through December 31, 2012. Complete details of how your recovery will be calculated can be found in the CAAG Settlement Plan of Allocation available at [www.ProvigilSettlement.com/CA](http://www.ProvigilSettlement.com/CA).

F. To be eligible to receive a payment if the Court approves the CAAG Settlement, you must complete and submit a valid Claim Form. Claim Forms should be mailed to the address below and must be received by **January 15, 2020**. You can get a Claim Form at [www.ProvigilSettlement.com/CA](http://www.ProvigilSettlement.com/CA) or by calling 1-877-241-7503 or writing to the address below and requesting a Claim Form.

**Provigil Settlement  
c/o A.B. Data, Ltd.  
P.O. Box 170300  
Milwaukee, WI 53217**

You may also submit a completed Claim Form online at [www.ProvigilSettlement.com](http://www.ProvigilSettlement.com). If you submit a Claim Form online, you must do it by **January 15, 2020**.

G. If you do nothing, you won’t get any money from the CAAG Settlement.

H. If the CAAG Settlement becomes final, you will be releasing the Teva Defendants from all the claims identified in the CAAG Settlement Agreement. The CAAG Settlement Agreement is available at [www.ProvigilSettlement.com/CA](http://www.ProvigilSettlement.com/CA). The

CAAG Settlement Agreement describes the released claims with specific descriptions, in accurate legal terminology, so read them carefully.

I. You must exclude yourself if you wish to sue the Teva Defendants on your own for the claims being resolved in the CAAG Lawsuit and Settlement. You will not be part of the CAAG Settlement if you exclude yourself from the Settlement. You can exclude yourself from the CAAG Settlement by sending a written “Request to Opt Out” to the Settlement Administrator so that it is received by **December 6, 2019**. Your written request must include:

- Your name, address, telephone number, and the statement that you want to opt out of the CAAG Settlement;
- The case name and number: *State of CA v. Teva Pharmaceutical Industries, Ltd., et al*, Civil No. 19-CV-03281.

Requests to exclude yourself from the CAAG Settlement must be sent to the following address:

***State of CA v. Teva***  
**EXCLUSIONS**  
**c/o A.B. Data, Ltd.**  
**P.O. Box 173001**  
**Milwaukee, WI 53217**

J. California residents may object to the CAAG Settlement, any aspect of the Settlement, the fairness or adequacy of the Settlement, and/or the Plan of Allocation. To object to the Settlement, you (or your lawyer if you have one) must file a written objection with the Court and send the objection to the counsel identified below. You must file your objection on or before **January 15, 2020**. Your written objection can include any supporting materials, papers, or briefs that you want the Court to consider. Your written objection must include:

- Your name, address, telephone number, and an explanation of your objection;
- The case name and number: *State of CA v. Teva Pharmaceutical Industries, Ltd., et al.*, Civil No. 19-CV-03281; and
- Documentation demonstrating that you are a California resident and/or this statement, followed by your signature: “I declare under penalty of perjury under the laws of the United States of America that [insert your name] is a resident of California.”

You must file your objection with the Court and mail copies to the three addresses below so that it is received by **January 15, 2020**.

Court	Counsel for State of CA	Defense Counsel
Clerk of the Court U.S. District Court Eastern District of Pennsylvania James A. Byrne Courthouse 601 Market Street Philadelphia, PA 19106	Cheryl Johnson Deputy Attorney General Antitrust Law Section CA Department of Justice 300 South Spring Street, Suite 1702 Los Angeles, CA 90013 (213) 269-6000 <a href="mailto:Cheryl.Johnson@doj.ca.gov">Cheryl.Johnson@doj.ca.gov</a>	Jay P. Lefkowitz, P.C. Kirkland and Ellis LLP 601 Lexington Avenue New York, NY 10022 (212) 446-4970 <a href="mailto:lefkowitz@kirkland.com">lefkowitz@kirkland.com</a> <i>Counsel for Teva Defendants</i>

Any lawyer representing a California resident for the purpose of making objections must also file a Notice of Appearance with the Court and mail the Notice to Counsel. If you hire your own lawyer, you will have to pay for that lawyer at your own expense.

K. For information regarding the Final Approval Hearing, See Questions 22-24. The instructions for the Class also apply to California residents who are eligible to claim in the California Attorney General Settlement.

L. This section of the Notice only summarizes the CAAG Settlement. You can get a copy of the Settlement Agreement, Plan of Allocation, Claim Forms, and other important documents at [www.ProvigilSettlement.com/CA](http://www.ProvigilSettlement.com/CA). You may also write to State of CA v. Teva, c/o A.B. Data, Ltd., P.O. Box 170300, Milwaukee, WI 53217-8091, email [info@ProvigilSettlement.com](mailto:info@ProvigilSettlement.com), or call the Settlement Administrator at 1-877-241-7503.

Complete copies of public pleadings, Court rulings, and other filings are available for review and copying at the Clerk's office. The address is United States District Court for the Eastern District of Pennsylvania, James A. Byrne Courthouse, 601 Market Street, Philadelphia, Pennsylvania 19106.

*Please do not contact the Court or the Judge regarding this Notice.*

DATED: AUGUST 8, 2019

BY ORDER OF THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA

*State of CA v. Teva*  
*Vista Healthplan v. Cephalon*  
C/O A.B. DATA, LTD.  
PO BOX 170300  
MILWAUKEE, WI 53217

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COURT-APPROVED NOTICE REGARDING  
***VISTA HEALTHPLAN V. CEPHALON, INC., ET AL***  
***AND***  
***STATE OF CA V. TEVA PHARMACEUTICAL INDUSTRIES, LTD., ET AL***

**DATED MATERIAL – OPEN IMMEDIATELY**